

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO**

**IAL LOGISTICS INDIA LIMITED and
IAL CONTAINER LINE (USA) INC.,
50 Cragwood Road, Suite 115
South Plainfield, NJ 07080**

:

:

Plaintiffs,

:

v.

Case No. _____

**WILLIAM SHEPPEE (USA) LTD.,
812 Kaderly Street
New Philadelphia, OH, 44663**

:

:

Defendant.

Statutory Agent

:

**Michael R. Fisher
152 North Avenue
New Philadelphia, Ohio 44663**

:

COMPLAINT

Plaintiffs IAL Logistics India Limited and IAL Container Line (USA) Inc., for their Complaint against defendant William Sheppee (USA) Ltd. allege upon information and belief as follows:

THE PARTIES

1. Plaintiff IAL Logistics India Limited (“IAL Logistics”) is and was at all material times a foreign corporation or other business entity duly organized and existing under the laws of India, and Plaintiff IAL Container Line (USA) Inc. (“IAL USA”), was at all times material, a domestic corporation or other business entity duly organized and existing under the laws of the State of New Jersey.

2. Defendant William Sheppee (USA) Ltd. (“Sheppee”) is and was at all times material a domestic business entity duly organized and existing under the laws of Ohio with an address at 812 Kaderly Street, New Philadelphia, OH, 44663 and/or 610 Harger Street, Dover, Ohio, 44622, whose statutory agent is denominated above.

JURISDICTION AND VENUE

3. Plaintiffs’ claim falls within the Court’s admiralty and maritime jurisdiction pursuant to 28 U.S.C. § 1333.

4. This is a suit for unpaid freight charges pursuant to ocean bills of lading and comprises an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

5. Venue before this Court is proper under 28 U.S.C. § 1391, as Sheppee is a company organized and existing under the laws of Ohio, and is therefore subject to personal jurisdiction in this District.

ALLEGATIONS COMMON TO ALL COUNTS

6. On or before December 23, 2015, Vikram Singh Associates, as seller of merchandise to Sheppee, appointed IAL Logistics as a freight forwarder for the purposes of arranging transportation of various merchandise from India to the United States.

7. IAL Logistics appointed IAL USA as its “delivery agent.”

8. In connection with the shipments by Vikram Singh, IAL Logistics issued certain House Bills of Lading (herein after referred to as “House Bills”).

9. The IAL Logistics’ House Bills identified IAL USA as the delivery agent for the merchandise.

10. At all times relevant, IAL Logistics was the “carrier” under the IAL Logistics’ House Bills.

11. IAL Logistics issued the IAL Logistics’ House Bills for the carriage of the merchandise shipped by Vikram Singh on a “freight collect” basis, making the party taking delivery of the merchandise responsible for payment of freight charges.

12. As delivery agent, IAL USA issued to Sheppee freight invoices corresponding to the IAL Logistics’ House Bills.

13. IAL Logistics arranged for the transportation of the merchandise sold by Vikram Singh and shipped to Defendant Sheppee, who took delivery of the goods, as follows:

- a. On or about December 23, 2015, IAL Logistics issued House Bill No. JPR PHL 1434485 and IAL USA issued corresponding Freight Invoice No. 003728-00-01 in the amount of \$4,900.00. See Exhibit “A” attached hereto.
- b. On or before January 13, 2016, IAL Logistics issued House Bill No. JPR PHL 1434554 and IAL USA issued corresponding Freight Invoice No. 003735-00-01 in the amount of \$4,200.00. See Exhibit “B” attached hereto.
- c. On or before January 27, 2016, IAL Logistics issued House Bill No. JPR PHL 1434663 and IAL USA issued corresponding Freight Invoice No. 003739-00-01 in the amount of \$4,650.00. See Exhibit “C” attached hereto.
- d. On or before February 18, 2016, IAL Logistics issued House Bill No. JPR PHL 1434733 and IAL USA issued corresponding Freight Invoice No. 003750-00-01 in the amount of \$4,650.00. See Exhibit “D” attached hereto.
- e. On or before March 3, 2016, IAL Logistics issued House Bill No. JPR PHL 1434791 and IAL USA issued corresponding Freight Invoice No. 003756-00-01 in the amount of \$4,650.00. See Exhibit “E” attached hereto.
- f. On or before March 10, 2016, IAL Logistics issued House Bill No. JPR PHL 1434797 and IAL USA issued corresponding Freight Invoice No. 003761-00-01 in the amount of \$4,650.00. See Exhibit “F” attached hereto.
- g. On or before March 16, 2016, IAL Logistics issued House Bill No. JPR PHL 1434799 and IAL USA issued corresponding Freight Invoice No. 003765-00-01 in the amount of \$2,600.00. See Exhibit “G” attached hereto.

- h. On or before March 23, 2016, IAL Logistics issued House Bill No. JPR PHL 1434880 and IAL USA issued corresponding Freight Invoices No. 003769-00-01 and 003769-00-03 in the amount of \$4,650.00 (freight) and \$200.00 (rail storage). See Exhibit “H” attached hereto.
- i. On or before April 15, 2016, IAL Logistics issued House Bill No. JPR PHL 1434942 and IAL USA issued corresponding Freight Invoices No. 003780-00-01 and 003780-00-03 in the amount of \$4,650.00 (freight) and \$300.00 (storage). See Exhibit “I” attached hereto.
- j. On or before May 18, 2016, IAL Logistics issued House Bill No. JPR PHL 1435110 and IAL USA issued corresponding Freight Invoices No. 003794-00-01 and 003794-00-03M in the amount of \$4,650.00 (freight) and \$400.00 (storage). See Exhibit “J” attached hereto.

14. Plaintiffs performed all obligations, actual and implied, pursuant to the IAL Logistics’ House Bills.

15. The total value of the freight charges for the shipments summarized in paragraph 13 hereto amounts to \$44,450.00.

16. Defendant Sheppee has made partial payment of the outstanding freight charges as follows:

- a. December 12, 2016 - \$4,650.00
- b. December 19, 2016 - \$4,650.00
- c. February 13, 2017 - \$4,650.00

17. Plaintiffs duly demanded payment of the outstanding ocean freight charges from Defendant Sheppee.

**FIRST CAUSE OF ACTION
BREACH OF MARITIME CONTRACT**

18. Plaintiffs incorporate by reference paragraphs 1 through 17 as if set forth fully herein.

19. Defendant Sheppee took delivery of the merchandise but has failed and refused to pay the outstanding amount of “freight collect” freight charges pursuant to the IAL Logistics’ House Bills and IAL USA invoices. See Exhibits A-J attached hereto.

20. In breach of the IAL Logistics' HBL contracts of carriage, and despite timely and repeated demands, Defendant Sheppee has failed and/or refused to pay Plaintiffs the outstanding and overdue balance of freight charges in the sum of \$30,500.00.

21. As a result of Defendant Sheppee's breach of the IAL Logistics' House Bills, Plaintiffs have suffered damages in the sum of \$30,500.00.

SECOND CAUSE OF ACTION
UNJUST ENRICHMENT

22. Plaintiffs incorporate by reference paragraphs 1 through 21 as if fully set forth herein.

23. Plaintiffs rendered services for which Defendant Sheppee, having taken delivery of the merchandise, is obligated to pay the reasonable value thereof.

24. Plaintiffs conferred a benefit upon Defendant Sheppee by providing the freight services described herein.

25. At all times relevant Plaintiffs had a reasonable expectation of being compensated for the freight services described herein.

26. If Defendant Sheppee is allowed to retain the benefits of the freight services provided by Plaintiffs, without compensating Plaintiffs therefore, Defendant Sheppee will be unjustly enriched.

27. The reasonable value of the unpaid balance due for the freight services performed by Plaintiffs is \$30,500.00.

28. Notwithstanding repeated demands for payment, Defendant Sheppee has failed and refused to pay any part of the balance of outstanding freight charges.

29. Defendant Sheppee has been unjustly enriched in the sum of \$30,500.00.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment in their favor and against the Defendant, William Sheppee (USA) Ltd., as follows:

- a. damages in the amount of \$30,500.00;
- b. pre-judgment interest;
- c. post-judgment interest;
- d. reasonable attorneys' fees, costs and disbursements of this action; and
- e. such other, further and different relief as the Court deems just and proper under the circumstances.

Dated: December 11, 2018

Respectfully submitted,

s/John E. Breen

John E. Breen (0015142)

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